

CONTRACT
NO. <u>01-04-A-126224-0799</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence, and documents pertaining to this contract

AG Contract No. KR97 2443TRN
ADOT ECS File No. JPA 97-182
Project:
Section: I-19B, Los Reales - I-19

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 22 September, 1999,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,
as amended, between the STATE OF ARIZONA, acting by and through its
DEPARTMENT OF TRANSPORTATION (the "State") and PIMA COUNTY, ARIZONA,
acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 (B) enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement on behalf of the County.

3. Incident to a highway improvement project on I-19B from Los Reales Road to I-19 contemplated by the State, at an estimated cost of \$3,315,650.00, all at State expense, the State and the County have agreed that the County can more efficiently accomplish the work, and that upon completion of the project the State will abandon ownership jurisdiction and maintenance responsibility and transfer to the County I-19B within the County limits from Los Reales Road (MP 43.9) to I-19 (MP 59.4) to the South, to the County.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23570
Filed with the Secretary of State
Date Filed: 09/22/99
Betty Gayles
Secretary of State
By Nicky D. Greenwood

II. SCOPE

1. The County will:

a. Provide design plans, specifications and such other documents and services required for the I-19B improvement project suitable for construction bidding and construction. Incorporate or resolve State review comments.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation.

c. No more often than monthly, invoice the State for the reasonable direct actual cost of the Project, in an amount currently estimated at \$3,315,650.00.

d. Upon completion, approve and accept the Project improvements on behalf of the parties hereto as complete.

e. Waive the requirements of Arizona Revised Statutes Section 28-7209 (formerly ARS 28-106).

f. Upon approval of and by Resolution of the Board of Supervisors, accept ownership jurisdiction and maintenance responsibility for I-19B within the County limits from Los Reales Road to I-19 to the South.

2. The State will:

a. Review the design documents and provide comments.

b. Reimburse the County for the reasonable direct actual cost of the Project improvements, in an amount currently estimated at \$3,315,650.00, within 30 days after receipt and approval of an invoice.

c. Upon completion of the project improvements, and upon approval of and via Resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibility for I-19 (MP 59.4) to the County.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements and abandonment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any part to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administrator
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Pima County
Transportation Director
201 North Stone - 3rd Floor
Tucson, AZ 85701

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY

STATE OF ARIZONA

Department of Transportation

By Sharon Bronson
SHARON BRONSON, Chair —
Board of Supervisors JUL 13 1999

By William Wright
EDWARD D. WRIGHT
Deputy State Engineer

ATTEST

By Lori Godoshian
LORI GODOSHIAN
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 9th day of October 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Pima County for the purpose of defining responsibilities for designing and constructing improvements to I-19B from Los Reales Road to I-19 and the subsequent turnback of the roadway to the County

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

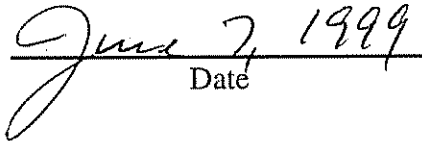
DAVID ALLOCCO, Manager
Engineering Technical Group
for Larry S. Bonine, Director

ATTORNEY CERTIFICATION

The foregoing Intergovernmental Agreement Number (JPA 97-182) by and between the Arizona Department of Transportation and Pima County Transportation and Flood Control District has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Deputy Pima County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the agreement represented by the Pima County Attorney.



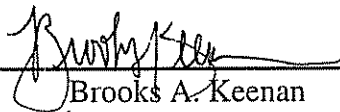
Deputy Pima County Attorney




Date

DEPARTMENT APPROVAL

The foregoing Intergovernmental Agreement Number (JPA 97-182) by and between the Arizona Department of Transportation and Pima County Transportation and Flood Control District has been reviewed and is hereby approved as to content.



Brooks A. Keenan
Director & Chief Engineer
Pima County Transportation and Flood Control District



Date

RESOLUTION NO. 1999 - 139

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT), WHICH AGREEMENT PROVIDES FOR ACTIVITIES PERFORMED RELATING TO A HIGHWAY IMPROVEMENT PROJECT AND TRANSFER TO THE COUNTY OF I-19B WITHIN THE COUNTY LIMITS FROM LOS REALES ROAD (MP 43.9) TO I-19 TO THE SOUTH (MP 59.4), TO THE COUNTY (ADOT JPA 97-182).

(DISTRICTS 2 & 3)

WHEREAS, Pima County has determined it to be in the best interest of the public to enter into an Intergovernmental Agreement with ADOT for the purpose of an improvement project on I-19B from Los Reales Road (MP 43.9) south to I-19 (MP 59.4) contemplated by the State, at an estimated cost of \$3,315,650.00, and

WHEREAS, ADOT agrees to provide all funding, for the construction of roadway improvements on I-19B within the County limits from Los Reales Road (MP 43.9) south to I-19 (MP 59.4), and ADOT agrees that upon completion of the project the State will abandon ownership jurisdiction and maintenance responsibility and transfer to the County I-19B within the County limits from Los Reales Road (MP 43.9) south to I-19 (MP 59.4), to the County, and

WHEREAS, Pima County agrees to administer the design and construction of the roadway improvements at I-19B within the County limits from Los Reales Road (MP 43.9) south to I-19 (MP 59.4), and

WHEREAS, Pima County agrees to accept jurisdiction and proposed maintenance responsibilities upon satisfactory completion of the improvements and abandonment to Pima County by the State of Arizona.


NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:

THAT, Pima County enter into the Intergovernmental Agreement (JPA 97-182) with ADOT for the purpose of an improvement project and agree to accept ownership, jurisdiction and future maintenance responsibilities of the roadway segment on I-19B from Los Reales, Road (MP 43.9) south to (MP 59.4), and

THAT, the Chair of this Board is hereby authorized and directed to sign the Intergovernmental Agreement (JPA 97-182) with the Arizona Department of Transportation.

PASSED, ADOPTED AND APPROVED this 13th day of July 1999.

PIMA COUNTY BOARD OF SUPERVISORS


CHAIR

ATTEST:


CLERK OF THE BOARD

APPROVED AS TO FORM:


DEPUTY COUNTY ATTORNEY



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

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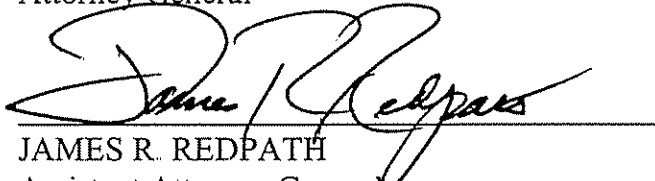
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-2443TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED September 15, 1999.

JANET NAPOLITANO
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/88182

Enc.